

1 Beau Brady LeBaron
2 Self Represented
3 217 E Acacia St Apt A
4 Brea CA 92821
5 714-476/0192
6 Beau@bluesoulpub.com

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

WEIL, GOTSHAL &
MANGES LLP

767 Fifth Avenue New
York, New York 10153

Telephone: (212) 310-8000

Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Jacqueline Marcus
Garrett A. Fail
Sunny Singh
Jared R. Friedman
Dominic Litz

Attorneys for Debtors and
Debtors in Possession

7 IN RE:

Case No. 18-23538 (RRD)

9 SEARS HOLDINGS CORPORATION, ET AL.,
10 DEBTORS.1

RESPONSE TO THE COURT, REQUEST ASSIST
WITH COMMUNICATING WITH DEBTOR, GOOD
CAUSE FOR APPROVAL OF REASONABLE
NEGLECT EXCUSABLE NEGLECT DOCKET
REF 9284 FOR CLAIMS 24733.34

12
13 To The Honorable Judge Robert D Drain

14 I am requesting to offer the court answers to the questions asked during the hearing 11-10-21. 23 rd. Omnibus
15 for Beau LeBaron claims 24733 and 24734 and all filings related to them.

16 I ask the court to assist me as the Debtor have not responded nor attempted to resolve my claim. I have received
17 numerous messages about an investigation but the claimant (I am Beau LeBaron) has only experienced red line
18 or the move to disallow dollars I am owed, WAGES and as well told My claims invalid by the debtor sept 2 2020
19 after the debtor takes 20 minutes to understand my claims. Both Debtor and New Owner are side stepping the
20 law. They Are required by law to pay employees. IF they experience issues within the structure of their business,
21 they are still required to pay me by law. And they do not.

22 I was asked or required to give compelling reasons for my inability to file a "timely" claim. The Bar dates stated in
23 DOC 9284 REPRESENT 2-22-19. 4/19/19 is not mentioned however I will provide this explanation to save the
24 Court time.

25 I have before during and after the debtors, Sears Holding Corporation, Sears Home improvement Products Inc
26 chapter 11 filing date 10-15-18 requested payment of deductions for that come at the tail end of projects sold
27 that are or were then what should did amount to company loss.

28 Below my sworn statement to questions raised during the 11/19/21 23rd omnibus hearing.

During the Twenty Third Omnibus Hearing 11-10-21 The Court mentioned the Right to object and my right to
Prove Excusable Neglect There are so many issues to provide and for the sake of Time I will give a summary for
the Reasons to approve my Untimely response.

It is my Understanding that: Chapter 11 provides for reorganization with the aim of rehabilitating the
debtor and avoiding forfeitures by creditors. Pioneer Services Co., citing United States v. Whiting Pools, Inc., 462
U.S. 198 (1983). In overseeing this latter process, the bankruptcy courts are necessarily entrusted with broad

RESPONSE TO THE COURT, REQUEST ASSIST WITH COMMUNICATING WITH DEBTOR, GOOD CAUSE FOR APPROVAL OF REASONABLE
NEGLECT EXCUSABLE NEGLECT DOCKET REF 9284 FOR CLAIMS 24733.34 - 1

equitable powers to balance the interests of the affected parties, guided by the overriding goal of ensuring the success of the reorganization. Id. citing NLRB v. Bildisco & Bildisco, 465 U.S. 513 (1984).
allowed unsecured claims, but only to the extent of a Dollar amount. Adjusted every 3 years by section 104.] for each individual or corporation earned within 180 days before the date of the filing of the petition or the date of the cessation of the debtor's business, whichever occurs first, for—

The Claimant request the court first take into consideration Cessation date and Filing date.

I was leased remained an employee for the Debtor and done so without knowledge or even approached to ask if that would be something with which I am ok. The Debtor does not own me. They Owe me. SO Leasing me to Transformco while I am still employed by Sears Holdings Corp the Debtor sets me in a position where both are responsible for my underpaid, unpaid or unlawfully deducted wages through 6-12-19.

The Agreement signed by the Debtor and the New Buyer Transformco 2-11-19 is something I am certainly not party to and just encompassed into a sale like a working part of the System in place.

1. How would I know I had a claim? 2-11-19? As I at this time I am aware that some issues with a failed Bid to service.com caused a lot of confusion.
 - a. the Position above is left vacant until 3-22-19. I get expense checks 2-1-19 to 3-27-19.
 - b. So 2-22-19 I am one unpaid check and unaware of the legalities applying to issues before.
 - c. I am told I am not to ask and that is why I did not. I wanted to keep working.
2. My pay at that time was not an issue as I was told the prepetition amount was not to be something I could ask the debtor for nor the potential new bidder Service.com.
3. After the filing date 10-15-18 to 2-22-19 and then to 4-20-19. I am required to be in the field 10-14-hours a day 6 days a week attending appointments that I am required to attend and if I do not attend them, I face potential termination and
4. If I do not sell a certain number after 10-15-18 monthly I face termination
5. During the Months 5-2018 to Today in fact I am responsible AS POA or my mom who is then Beat Cancer and in surgery 8-2018 and then moved Nov 2018 back to my area and my days off are spent helping her. Last week she is experiencing new Cancer symptoms. which is why my response is late.
6. If I ask Management directly above me about the deductions that come after 10-15-18 I am told I will be terminated, and they are what amounts to my claim.
7. 2-22-19 I am in hospital and urgent care due to a work-related injury
8. 2-1-19 I am forced to take a loan to simply exist while the debtor and new bid Transformco work out the specifics of a situation that in fact causes the largest portion of my claim.
Licensing in California is delayed Transformco cannot sell projects without a license.

** #8 is true, and it is why I am not paid correctly after 4-19-19. Transformco cannot bid on projects without a license in place. That is why I was leased to the Transformco by the Debtor. But in my case The Debtor was unprepared after the first Bid to Service.com Licensing Lapsed and it was not picked up until after the bar Dates and that is why My claim is so late.

It is the California Labor Board who then make me aware that I could file a claim and I do.

But there is more you honor to say about this

The reality Here is the Debtor is not Rehabilitated and in stead the Debtor is Sold. Leaving My unpaid wages at risk of "Not Being Paid" The Claimant is requesting the Court consider the entire amount be paid.

1 And the Debtor and The New Owner Transformco can Quickly resolve the Unlawful unpaid wages that come for
2 the Debtor Before the Filing Date 10-15-18. And for Both the Debtor and the New Owner After the filing date 10-
3 15-18. This is of course what the W2 statement shows for 2019.

4 The two can discuss what or who owes what. The Labor Board already has determined that fact is true but Both
5 debtor and Transformco are protected according to them by this court. Thus leaving me unpaid for amounts
6 after pre-petition if that even gets paid.

7 The Debtor and new Owner Are the Same personnel.

8 The same unlawful activity continues and let me add that I have lost to much time and interest and more with
9 regards to the way they have been allowed to work together to in fact "Not Paying an Employee who is
10 requested to remain employed as I was and it is unlawful after the debtor filed chapter 11 filing date 10-15-19.

11 And given permission to continue setting appointments in The State of California as well require that I attend
12 those appointments and sell a One CALL CLOSE process financing and approvals as well as all the details that
13 encompass my efforts "Performance "to the close of the Appointment that is called the Closing of the Sale. Or Sit
14 Sale. And when these sits Sales reach an RTP/RTO Status as mine did after the debtor and New Owner who
15 purchased by agreement that the Claimant has no actual information and at that date 2-11-19 has no idea he
16 even has a claim. I am simply doing my Job. Paying my bills or at least attempting to just exist in the most basic of
17 means.

18 I believe that California civil code states that if I am unaware of a claim existing then how am I able to file a
19 timely claim? 1542? I am not exactly sure of the Code number.

20 The Court asked

21 Why the court should consider the pre-petition amount for Priority Status and as well what it is or what it
22 amounts to: All Dollars that come out of my Wages are what amounts to Company Loss.

- 23 A. Pre-petition amounts deducted from my pay are 3% o less. During this time, I am actually paid well, and
24 I am producing revenue aware of headlines and Management who are always talking about the
25 Pendency of a Bankruptcy filing. They Ask us to do our best in the supplied Appointments set by the
26 Debtor and I am required to Attend and Sell or close.

27 The Debtor does not follow their own policy and here is the policy with regards to the unlawful deductions that
28 are taken from my Wages and done in such a manor to not affect a red flag. By that I mean the Person Above me
understands I am by law to get paid for performing. I broke records my first few months nationally in my division.
The Court asked what the deductions are.?

They come from a communication between Debtor and Vendor. Vendors have add-ons that come only after the
project starts. These deductions are not to affect my pay. and covered by two instances in my Compensation
plan.

Page 8 of 14 Debtor Compensation Policy. Hi001ca _8-26-18 hs 1592

[New hires with less than six (6) calendar months of tenure (based on their Hire date as noted in PeopleSoft) are
allowed a 3% tolerance. Hence these associates will not be penalized for 3% of the commissionable price book job
cost. • This applies to all products BUT windows and doors. • New Hire COLLmissionable price book job cost =
Commissionable price book job cost x97%]

And

RESPONSE TO THE COURT, REQUEST ASSIST WITH COMMUNICATING WITH DEBTOR, GOOD CAUSE FOR APPROVAL OF REASONABLE
NELGLECT EXCUSABLE NEGLECT DOCKET REF 9284 FOR CLAIMS 24733.34 - 3

Page 9 • In circumstances in where the contract is clear, appropriately signed/initialed by the member, and clearly states that work should not to be done, but the additional work must be done to complete the job in order get final payment, the **potential** commission of consultant will not be negatively affected as long as the sales associate member/customer have sign the unforeseen form.

IN my claim the court should be aware that the Unforeseen form is digital and must be signed to complete the sale. I could not move forward without it. Meaning the tail end charges are not allowed. This is contradictive in the Policy of course. However, in California Labor Law it is unlawful to have a employee sign a pay agreement that would allow an employer to take such deductions as these called take backs.

the deductions become an accounting Nightmare so to speak in Chapter 11 bankruptcy as they would become a large Dollar amount referred to as COMPANY LOSS.

1. I what the debtor asked of me. I sell 657,000 before the end of 2018. (The debtor is in control all of 2018)
2. Of the number \$552,000 is sold up to 10-30-19 and I am paid 2018 some 48 k
3. During this time, I am not given Pay Stubs. They are available on SharePoint, and they only show a number and do not give explanation as to what why how?
4. They Do amount to Company Loss prior to 10-15-18
5. See Project Consultant Compensation Plan California only for New Hires and deductions that equate to 3% or less. (I have already supplied this list in my original Claim.

- From 10-15-19 I am had not in fact seen or communicated about the case other than the fact that I was gen
- 2-22-19 I am rushed to urgent care and later in the er receiving shots for a wound from working in appointment the day before 2-21-19. I have already supplied the debtor this Valid Medical Excuse where management still with out any reason ignored the Gm who calls me to see when I am to return to work wished me speedy recovery and says please sent the me medical excuse. I did. I am still subject to written warning for missing appointments. I assume more important then my had and arm swollen up like a bowling ball. I play guitar and Piano that is my second Talent. In a long list only, I will brag about.
- This is after the 1st Bar date 2-22-19 and as states above I am not working from 2-22-19 to 2-28-19 and There is no argument then that the by the debtor that I am not paid. They say, "HOLD ON YOU ARE HEADED TO THE LARGEST AND MOST SUCCESSUL HOME IMPOVEMENT OFFICE IN THE NATION."
- I was written up 3-4 times two for not selling enough and threatened with termination for my efforts in November 2018 immediately following the filing date. My perception was to borrow money as I loved my what I did. And I was good at it. I was just not getting paid correctly and its was the debtor who ignored warnings as How is do they explain not paying me ALL OF FEB 2019 AND ¾ OF MARCH 2019 INTO APRIL I SELL BY MONTH END OVER \$100,000.00 I SOLD 32K Sharon, 51K Darren, AND 24 K Steve and Cindy and Jr their dog. For me, its not a job its my existence its what I enjoy and I emersed myself from day one and I do not have time to stop when I was being paid 4-21-18 to 10-15-18. I am paid and paid well but I should have been paid correct and by the book.

As:

- I experience one in Dec and Jan 2019, but they are followed by new pay periods and new sales that are affected by the delays that are beyond my control and past the time frame that I am able to address them. this by agreement and California law 200-226 specifically 206.5 and 223 224 225 226 and 203. CA LABOR LAW.

1. THE COURT: I appreciate you want to keep your job, but unless they are making threats such as, you know, do not file a claim or we are going to fire you, which they are not allowed to do Immediately following the 10-15-18 filing date.

That is in fact the case with regards to the claimant can show how the debtor did threaten.

The months that follow the debtors 10-15-18 filing date is a specifically difficult period where the debtor is in a state of disarray. Positions that are left empty and not filled until 3-22-19. That created a situation where I am suddenly after working 6 months and paid almost 48 k in wages for my efforts that were appreciated by the Debtors admin personnel. I am requested to sign a written warning that is dated 12-18-18 that is for the period of November 1 to November 30th, 2018, where I produced 27k to see it cancel due to vendor related issues and 35k sold the last day of November ... I am threatened with termination and in fact met the standard but the Position responsible for ensuring my pay and projects get processed is left vacant.

"Beau has been warned about sending the text or emails about pay." It goes on to warn if I do not stop asking why I am generating revenue and without creating more expense why projects are just sitting no clients waiting months while I am out selling more and in fact in February, I start to get no pay just expense checks. Which I far below basic needs. I am in the mind set work night and day and show then debtors am worthy of the cut. Then that is the cut that Service.com gave (18 reps only in Los Angeles office) I make it and in Jan 2019 I sell 94 k. and in fact only 1 month Feb 2019 I am unable to meet my requirements but that is due to my being off out of work due to injury illness which occurred while in appointment 2-21-2019. Rushed to Er and urgent care on 2-22-19.

My ability to in fact focus on the issue I was experiencing was greatly diminished by the hours days and weeks where I am required to work 6 day a week as well I am managing clients that I already sold projects to for the debtor and the debtor is unable to produce for reasons of positions responsible for my pay being processed and my clients along with their projects paid and approved by deposits and financial agreements with date of completion on the contract are just left sitting. Clients deserve a in person response as no one other than me is communicating. this has me working and I am working 10-16 hours a day. It is highly as well for the debtor to be leasing me and not paying me after the 10-15-18 filing date as well threatening to terminate me for just inquiring about the reason my wages are so depleted or worse just void of payment. In the claim I submitted 4-9-20 there is a list page of the dates I am paid and within negative amounts that breach even the debtors compensation agreement and just dates unpaid with no explanation. When all my projects meet payment standards. RTP /RTO.

I Beau Brady LeBaron respectfully request you move to approve the pre-petition amount as well consider late and waiting penalties as I have been left absorbing company loss subjected to misleading statements by Both Old and New entities that are avoiding paying me and claim my efforts are flawed. I generate \$1,080, 615.73 before during and after 10-15-2018 from April 20, 2018, to July 1, 2019, and after that date never paid for projects transferred from The Debtors Books to the new owner Transformco and again not paid seventeen projects still not paid to date 3 years later. I performed More than they were prepared to in fact produce. Both entities are unwilling to address the failure to acquire licensing which is what caused this issue and why the entire claim amount could be considered by the court.

RESPONSE TO THE COURT, REQUEST ASSIST WITH COMMUNICATING WITH DEBTOR, GOOD CAUSE FOR APPROVAL OF REASONABLE
NEGLECT EXCUSABLE NEGLECT DOCKET REF 9284 FOR CLAIMS 24733.34 - 5

1 I have from the inception of my claim attempted to resolve this nonpayment of my wages that in fact equates to
2 company loss. Poor management and the debtor allowing license to lapse as well as hiring to fill positions
3 responsible for ensuring my pay is correct are simple not addressed with regards to my claim before during and
4 after. 10-15-18.

5
6 Signed on this 11th day of March 20221

Beau Brady LeBaron

Self-Represented

7
8 Claims 24733 and 24734 cover pre-petition amounts actual amount. The true number is \$23,673.00 that is
9 deducted before 10-15-18. However, this court is not allowing the balance higher than 12850-13500. The
10 claimant would like to reserve the right to file a separate claim or keep the second claim active for the
11 prepetition amounts that in fact amount to \$23,683.00.

12 For the record I would like to as well give the details that show how the Administration at the new owner ,
13 Transformco have continued to force company loss and in the State of California in fact use this court and a case
14 under 18-23538 as protection or the Automated stay to side step their responsibilities that were agreed upon by
15 both old and new owners both my former employers and I am still dealing with the false statements that have in
16 fact set me back the past 2.5 years that as well amount to false and defaming statements. I do request the court
17 review the new Owners position provided already when I uploaded my claim(s) 24733-34. There is good cause
18 for this as the Debtors council is communicating with the new entity and in fact the same staff or personnel that
19 have used contents of my approved back-round from 2-13-18. And are calling me "Their employee" from 3-12-
20 18 to 2-11-19 and then from 2-11-19 they "Transformco" are protected Before During and After the same filing
21 date as my Former Employer the debtor. 10-15-18.

22 This is especially troubling for Me the Claimant. The Debtor Terminated my employment according to record on
23 6-12-19.

24 That would put the New Buyer in the position for responsibility of my pay and the all the unlawful activity with
25 regards to TAXES, WAGES AND BENEFITS. It is my understanding that the Debtor agreed to continue to pay my
26 benefits after the purchase date. As well Leased me to Transformco. Then I am paid by the debtor and
27 transactions after 2-11-19 are leaving me in a position to not be paid wages when they are legally due and by
28 California Law, I provided proof already to the California Labor Directors at the Industrial Relations Division 11-
13-19. As well 1-14-20.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESPONSE TO THE COURT, REQUEST ASSIST WITH COMMUNICATING WITH DEBTOR, GOOD CAUSE FOR APPROVAL OF REASONABLE
NEGLECT EXCUSABLE NEGLECT DOCKET REF 9284 FOR CLAIMS 24733.34 - 7